



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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Handwritten signature

DAVID E. JANSSEN
Chief Administrative Officer

March 19, 2002

Board of Supervisors

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First District

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Second District

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MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH COMPHEALTH ASSOCIATES, INC. FOR
THE RECRUITMENT OF MENTAL HEALTH PSYCHIATRISTS
AND
APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2001-02
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**JOINT RECOMMENDATION WITH THE DIRECTORS OF HUMAN RESOURCES AND
MENTAL HEALTH THAT YOUR BOARD:**

1. Approve and delegate authority to the Director of Mental Health to execute an Agreement, substantially similar to Attachment I, between the County of Los Angeles and CompHealth Associates, Inc., for the recruitment of Mental Health Psychiatrists. The term of Agreement will be effective upon Board approval for a 12-month term. The Maximum Contract Amount (MCA) is \$998,000.
2. Approve the Request for Appropriation Adjustment (Attachment II) to transfer \$450,000 in Salaries and Employee Benefits in FY 2001-02 for existing vacant psychiatrist positions to Services and Supplies to provide the necessary appropriation authority to contract with CompHealth Associates, Inc.
3. Delegate authority to the Director of Mental Health to extend the agreement for two additional one-year terms, and to prepare, sign, and execute future amendments, provided that: 1) the County's total payments to contractor under the Agreement shall not exceed a change of ten percent from the MCA; 2) any such increases shall be used for additional services and/or to reflect policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer is obtained prior to executing such Amendment; and 5) the Director of Mental Health shall notify the Board of Supervisors and the Chief Administrative Office of Agreement changes in writing within 30 days after execution of each Amendment.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Board approval is requested to enter into a new Agreement with CompHealth to recruit 16 to 40 Board-certified and Board-eligible child and adult psychiatrists to support existing mental health programs.

The Department of Mental Health (DMH) continues to experience a critical shortage of adult and child psychiatrists. Psychiatrists are needed to provide mental health services throughout the County. For several years, DMH has experienced difficulties filling all its needs for psychiatrist positions, in particular positions in the Antelope Valley and for the Juvenile Justice Program.

The Department of Human Resources (DHR) and this Office have been assisting DMH to meet the needs of patients entrusted to its care by coordinating the development of the attached agreement with CompHealth for the recruitment of 16 to 40 psychiatrists. This contractor will work with the County Ad Hoc Recruitment Committee consisting of members from DMH, DHR, and this Office to address retention problems, strengthen existing recruitment and retention practices, and review administrative and salary and employee benefit issues. Progress reports will be completed every three months beginning April 30, 2002.

Implementation of Strategic Plan Goals:

The recommended Board actions are consistent with the County's Service Excellence Goal, Strategy 2, within the Countywide Strategic Plan. By providing the County with Board-certified and Board-eligible child and adult psychiatrists to support existing mental health programs, DMH continues to provide the public with easy access to quality services that are beneficial and responsive.

FISCAL IMPACT/FINANCING:

The MCA is \$998,000 for the recruitment of 40 mental health psychiatrists. For FY 2001-02, DMH is requesting a transfer of \$450,000 from Salaries and Employee Benefits to Services and Supplies to provide spending authority in FY 2001-02 to contract with CompHealth. It is anticipated that CompHealth will provide up to 18 psychiatrists prior to June 30, 2002.

Funding for next fiscal year has been included in the Department's 2002-03 Budget Request. There is no increase in net County cost.

Honorable Board of Supervisors
March 19, 2002
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

CompHealth was established in 1979 to provide physician, advanced professional, nursing and executive search services to the health care industry. This contractor is a member of the National Association of Physician Recruiters and adheres to its Code of Ethics and Practice Principles. In 2000, CompHealth launched Medimorphus.com, a division created to deliver healthcare recruitment and career management services via the Internet. Contracting with a firm that provides both traditional and web-based recruitment will enhance DMH's candidate pool and its efforts to fill existing vacancies.

The term of the Agreement will be effective upon Board approval for a 12-month period. The Director of Mental Health has the option to extend the Contract term for up to two additional one-year periods, for a maximum total contract term not to exceed three years. The agreement also includes a one-year recruitment guarantee for each psychiatrist hired by DMH. In the event that a psychiatrist leaves County service before the 12-month period, CompHealth will replace the psychiatrist at no additional charge.

In addition, this agency will work closely with the County Ad Hoc Recruitment Committee to address retention problems, strengthen existing recruitment and retention practices, and review administrative and salary and employee benefit issues.

The Agreement has been approved as to form by County Counsel and reviewed by DMH, DHR, and this Office.

CONTRACTING PROCESS:

DHR in collaboration with DMH and this Office conducted a solicitation of firms that have experience in the recruitment of physicians, primarily psychiatrists. A notification of this solicitation was placed on the Office of Small Business web site. CompHealth Associates, Inc. (formerly known as Weatherby Health Care) responded to DHR's solicitation. Bids were evaluated and CompHealth was selected to assist DMH with the recruitment of psychiatrists. DHR will assist and consult DMH with the management of all contract activities.

IMPACT ON CURRENT SERVICES:

Not approving the contract with CompHealth would negatively impact DMH in providing quality psychiatric services to residents of Los Angeles County.

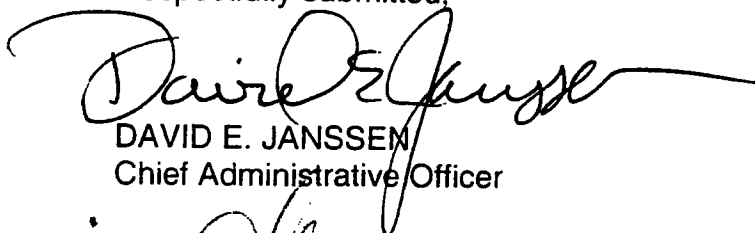
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CONCLUSION:

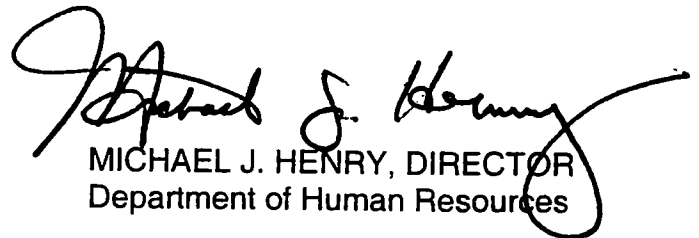
The Agreement with CompHealth will assist the DMH in recruitment of permanent mental health psychiatrists to provide a continuum of care critical to the health and safety of mental health clients in need of medication evaluation, prescription, and consultation.

The Departments of Human Resources and Mental Health will need one (1) copy each of the adopted Board action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Mental Health's Contract Development and Administration Division at (213) 738-4684, when these documents are available.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer



MICHAEL J. HENRY, DIRECTOR
Department of Human Resources



MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

DEJ:DL
JEJ:MR:tld

Attachments (2)

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller
Director of Human Resources
Chairperson, Mental Health Commission



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

COMPHEALTH ASSOCIATES, INCORPORATED

FOR

SPECIALIZED ADMINISTRATIVE AND CONSULTANT

SERVICES

**CONTRACT PROVISIONS
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EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
COMPHEALTH ASSOCIATES, INCORPORATED
FOR
SPECIALIZED ADMINISTRATIVE AND CONSULTANT SERVICES**

This Contract and Exhibits made and entered into this upon Board execution date between the County of Los Angeles, hereinafter referred to as County and Comp Health, hereinafter referred to as Contractor. CompHealth Associates, Incorporated is a Delaware corporation located at 25 Van Zant Street, Norwalk, CT 06855-1786.

RECITALS

WHEREAS, the County may contract with private businesses for specialized services when certain requirements are met;

WHEREAS, the service is of an extraordinary professional or technical nature and the services are of temporary nature; and

WHEREAS, the Director of Mental Health in accordance with Government Code Sections 23005 and 31000 has been authorized by the Board of Supervisors to enter into a contract for specialized services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or

description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Employee Acknowledgement,
Confidentiality, and Copyright Assignment Agreement

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County to act on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A and Contractor's Proposed Schedule, Exhibit C.*
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall

be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be a period of one (1) year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years. The Director of Mental Health has delegated authority to exercise, in his sole discretion, each option year on behalf of the County.
- 4.3** Contractor shall notify the Director of Mental Health when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department of Mental Health (DMH) at the address herein provided in Exhibit E.

5.0 CONTRACT SUM

- 5.1** The Maximum contract sum is Nine hundred ninety-eight thousand dollars \$998,000. Exhibit B reflects Pricing Schedule. If the Director of Mental Health exercises the option to extend the Contract for an additional year(s), the maximum contract sum for each extension year shall be \$998,000.
- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to

performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the County at the address herein provided in Exhibit E.

5.4 Invoices and Payments

- 5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B- Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.4.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work and Exhibit C - Contractor's Proposed Schedule* describing the tasks,

deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the County Project Manager

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and County will make every attempt to approve all invoices within two (2) weeks of receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit E. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Paragraph 8.4, Change Notices and Amendments; and

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit F. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of Mental Health. Any unapproved assignment or delegation shall be null and void. Any payments by DMH to any approved delegate or assignee on any claim under this Contract shall be deductible, at DMH's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DMH express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide services set forth in the Contract but may proportionately reduce the services based on County budget reductions.

8.4 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any change which does not materially affect the scope of work of any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the County Contract Manager and Contractor's Project Manager.
- 8.4.2 For any revision which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the Contractor *except* as provided in 8.4.3, herein below.

8.4.3 The Director of Mental Health may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:

8.4.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

8.4.3.2 The amendment is for a decrease in the Contract costs, or the amendment is for an increase of no more than 10% of the total original Contract amount, and is necessitated by additional and necessary services that are required for Contractor to comply with changes in Federal, State or County requirements.

8.4.3.3 The County Board of Supervisors has appropriated sufficient funds in the Department of Mental Health budget.

8.4.3.4 At Director's option, this Contract may be extended for two (2) one-year periods.

8.4.3.5 The Department of Mental Health shall obtain the approval of County Counsel or designee for an amendment to this Contract.

8.4.3.6 Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) workdays after execution of each amendment.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within 10 business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees,

agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 CONFIDENTIALITY

8.8.1 The Contractor shall maintain the confidentiality of all records and information, including, but limited to, billings, County records in accordance with all applicable federal, state and local laws, regulations, ordinances, guidelines and directives relating to confidentiality. Contractor shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract. Contractors shall provide to County an executed Exhibit G (Contractor Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement) for each of its employees performing work under this Contract in accordance with Section 8.20(Independent Contractor Status). Contractors shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to damages, losses, fees, costs, and expenses, resulting from unauthorized disclosure.

8.8.2 With respect to any identifiable information concerning any confidential employee records and /or any other confidential and /or privileged matter that is obtained by Contractor, Contractor shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract without the express written consent of DHR; (2) promptly transmit to County all requests for disclosure of any such information; (3) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without the County's prior written consent authorization that the information to County or maintain such information according to the written procedures sent to Contractor by County for this purpose.

8.8.3 All right, title and interest in reports, documents or other writings, as defined in California Evidence Code Section 250, produced by Contractor under this Contract shall be the exclusive property of the County. Contractor under this Contract may use such writings for purposed other than those set forth in this Contract only with written permission form the Director or his designee.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's

approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified

candidates. The County will refer GAIN participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of

business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- 8.12.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- 8.12.6 A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- 8.12.7 These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department

Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless,

the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized offices of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Changes Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and

consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.20 INDEPENDENT CONTRACTOR STATUS

8.20.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.22 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.22.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the County Project Manager prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the

County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.22.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.22.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.22.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made as soon as possible but in writing within 72 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.22.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.22.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.23 INSURANCE COVERAGE REQUIREMENTS

8.23.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$1 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.23.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

8.23.3 Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than

the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.23.4 Professional Liability insurance covering liability arising from

any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate.

The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract.

8.24 LIQUIDATED DAMAGES

8.24.1 All time limits and required acts to be done by both parties are the essence of this Agreement. If Contractor fails to perform or complete the required work at the times set forth herein, then it is mutually understood and agreed that the nature of the resultant damages will be extremely difficult and impractical to fix. County and Contractor have endeavored to fix the amount of said damages in advance; such that the amount set forth hereinafter are the nearest and most exact measures of damages for such breach that can be fixed at or after such breach; and that, therefore, County and Contractor hereby fix the liquidated damages set forth hereinafter, not as a penalty or forfeiture for breach of this Agreement.

8.24.2 In any case of any such breach, County may assess liquidated damages of \$500.00 per day for each day, or part thereof that the deficiency continues and add said

amount to the amount due from the Contractor under this Agreement.

8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.25.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.25.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.25.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.25.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 8.25.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.25.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.25 when so requested by the County.
- 8.25.7 If the County finds that any provisions of this Paragraph 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.25.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five

Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.26 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DMH from acquiring similar, equal or like goods and/or services from other entities or sources.

8.27 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.28 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Personnel, or designee shall resolve it.

8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.30 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E and F. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Personnel shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.31 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.32 PUBLIC RECORDS ACT

8.32.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.34 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or

responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

8.32.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret," "confidential", or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.33 PUBLICITY

8.33.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; or
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.33.2 The Contractor may, without the prior written consent of

County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.32 shall apply.

8.34 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.34.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy

of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.34.2 Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.34.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.35 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.36 SUBCONTRACTING

8.36.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.36.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.36.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.36.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.36.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all

personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.36.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.36.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.36.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the County Project Manager before any subcontractor employee may perform any work hereunder.

8.37 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this Contract pursuant to Paragraph 8.39 - Termination for Default.

8.38 TERMINATION FOR CONVENIENCE

8.38.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.38.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.38.3 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.39 TERMINATION FOR DEFAULT

- 8.39.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Director of Mental Health:
- Contractor has materially breached this Contract;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.39.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.39.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.
- 8.39.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.39.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 8.39.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.39.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.39, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.39, or that the default was excusable under the provisions of Subparagraph 8.39.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.39 - Termination for Convenience.
- 8.39.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 8.39.1, the Contractor and the County agree that the County will have actual damages, which are

extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 8.39.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director of Personnel, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.21 - Indemnification.

8.39.6 The rights and remedies of the County provided in this Paragraph 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract..

8.40 TERMINATION FOR IMPROPER CONSIDERATION

8.40.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any

form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.40.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.40.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.41 TERMINATION FOR INSOLVENCY

8.41.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the

Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.41.2 The rights and remedies of the County provided in this Section 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.42 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each

such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.44 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.45 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 WARRANTY AGAINST CONTINGENT FEES

8.46.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.46.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
SPECIALIZED ADMINISTRATIVE AND CONSULTANT SERVICES CONTRACT
WITH COMPHEALTH ASSOCIATES, INCORPORATED**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Mental Health and the CONTRACTOR has subscribed the same through its authorized officers on the day of _____, 2002. The persons signing on behalf of the CONTRACTOR warrants under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Marvin Southard, DSW, Director
Department of Mental Health

CONTRACTOR

By _____

Name: _____

Title: _____

By _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:

**BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel
(By Barbara Y. Goul, Principal Deputy County Counsel)**

**EXHIBIT A
STATEMENT OF WORK**

Contractor shall conduct a search, as indicated below, to fill up to 40 Mental Health Psychiatrist positions. Contractor shall identify committed candidates who meet the County's minimum requirements as indicated below. Committed candidates are those referred by the Contractor who have completed the County of Los Angeles Job Application and are available to work upon appointment by the County.

Contractor offers a twelve (12) month guarantee for each psychiatrist hired by the County under this Agreement. Should a psychiatrist placed by the Contractor leave County service prior to 12 months of his/her appointment date, the Contractor shall conduct a search at no additional cost.

The Position

Mental Health Psychiatrists render professional medical services in the field of psychiatry. Duties include, but are not limited to, the following: performing clinical work in the field of psychiatry in a variety of settings including outpatient clinics, correctional facilities, and special programs; consulting with other staff physicians and mental health and medical personnel regarding care of patients and medical diagnostic work performed; conducting training or assisting in the training of interns and resident physicians; and performing or assisting in carrying out limited administrative responsibilities which may include such duties as developing/revising clinical procedures to expedite work load or improve quality of service. Positions are located at Department clinics and County correctional facilities.

Salary and Benefits

Level	Title	Yearly Salary
A.	Mental Health Psychiatrist (without Board Certification)	\$106,980 - \$140,328
B.	Mental Health Psychiatrist (with Board Certification)	\$112,864 - \$148,046
C.	Mental Health Psychiatrist (Corrections facility with Board Cert.)	\$119,071 - \$156,189

Incoming Mental Health Psychiatrists are placed on Step 3 of a 13-step salary range with 2.75% intervals between steps. Higher initial step placements are determined by experience. The starting salary of Step 3 is increased by one step for each two years of experience, up to the maximum annual starting salary at Step 8 (A. \$122,532, B. \$129,271, C. \$136,381). After hire, step advances occur each year until the 13th step is reached. Mental Health Psychiatrists will receive additional salary increases of 1.5% on July 1, 2002 and 3% on October 1, 2002.

In addition to salary, Mental Health Psychiatrists receive a benefit package including generous paid leave time, medical and dental benefits offered through a tax-favored Cafeteria Plan and choice of a contributory or non-contributory defined benefit retirement plan and a defined contribution plan (Internal Revenue Code 457) which matches employee contributions up to 4% of the employee's pay.

Minimum Requirements for Employment

Candidates interested in the Mental Health Psychiatrist position must meet the following **MINIMUM REQUIREMENTS**: Completion of a residency approved by an American Specialty Board in Psychiatry. **LICENSE****: California State Physician and Surgeon's Certificate authorized by the Board of Medical Examiners of the State of California.

******Out-of-state candidates must contact the Board of Medical Examiners of the State of California regarding their ability to practice in California.

SCOPE OF WORK

The Contractor, working closely with the Department, will conduct a full-scale nationwide recruitment, as summarized below within the terms of the Agreement, Paragraph 4.0:

Develop and Print 2,500 – 5,000 Recruitment Brochures.

Distribute brochures to all targeted groups (County departments, employee organizations, special mailing lists, professional organizations and community groups) as determined to be appropriate.

Interview key County officials and staff to determine the type of candidates which best fit the position.

Meet periodically with the County Mental Health Psychiatrist Ad Hoc Recruitment Committee (consisting of representatives of the Departments of Mental Health, Human Resources and Chief Administrative Office) to review progress and solve problems impeding recruitment.

Complete progress reports April 30, 2002, July 31, 2002, October 31, 2002 and a final report to be completed 30 days after the term of this Agreement, Paragraph 4.0, that identifies issues regarding the recruitment inclusive of but not limited to administrative, salary and employee benefits, and other issues that may be identified by the Ad Hoc Recruitment Committee. Should this Agreement be extended for additional term (s), reports shall be completed on a quarterly.

Conduct Professional Search

- Advertise position in newspapers and professional journals, and utilize electronic media, as is deemed necessary. The County shall pay directly for newspaper advertising cost.
- Utilize contacts, networking capabilities, and databases to actively identify and solicit candidates via telephone calls or in person.
- Receive and screen applications, resumes and supplementary data to identify potential candidates based upon minimum requirements.

Complete Screening Phase

- Develop Qualifications Appraisal form and conduct a qualifying rating of applicants based upon applications, resumes and supplementary data.
- Refer qualified candidates to the Department for consideration for appointment. The County shall directly reimburse, candidate to travel to Los Angeles County at the County's request, for the oral assessment and selection interviews.

Salary

- Salaries offers with prospective candidates to be appointed on behalf of the Department in compliance with the Memorandum of Understanding and within standards determined by the County Mental Health Psychiatrist Ad Hoc Recruitment Committee.

This recruitment and selection process must conform to standard County of Los Angeles Civil Service Rules and all other applicable laws and regulations governing the County of Los Angeles.

The Firm may also be responsible for conducting background reviews of the candidates selected for appointment. The specifics of such background reviews are as follows:

- Conduct in-depth reference checks and document findings which focus on qualifications, pertinent accomplishments, experience per resume and supplementary data, ability to meet special requirements of the position and their interest in being considered. The Firm shall contact a minimum of 3-5 references via phone or in person. References shall be mutually agreed upon in advance by the County and the Firm.
- Verify information contained in each candidate's resume including previous employment scope and level of responsibilities, degrees, and certifications.
- Obtain relevant print media articles regarding the candidates based on times and places of employment listed in candidates' resumes.
- Conduct, or have conducted, criminal, civil, credit, motor vehicle and military records checks.
- Prepare a comprehensive report, in a format and within the time frame, as specified by the Ad Hoc Committee. The comprehensive report must fully explain any elements in the candidate's background which may relate to the candidate's suitability to hold the position.

**EXHIBIT B
PRICING SCHEDULE**

The Maximum Amount of this Contract is Nine hundred ninety-eight thousand dollars (\$998,000) for 40 placements.

1. The following Direct Out of Pocket Expenses are reimbursed based on detailed line-item invoices with original receipts:

Miscellaneous Expenses (i.e. faxes, telephone, travel, general and overnight correspondence)	\$20,000
Medical Credentialing	\$10,000
Civil & Criminal Background Checks	\$200 per candidate
Recruitment Brochures	
Design/Concept/Layout/Development	\$7,500
Printing 2,500 – 5,000 copies	\$25,000
Purchase Mailing Lists	\$5,990
Outgoing Mailings	\$17,000
Incoming Mailings	\$13,800
Advertisement	
3 internet sites	\$5,750
National Specialty Magazines	\$108,000
National Newspapers	\$54,000
Advertisement Design	-0-

2. **Professional Placement Fees**

Per Placement	\$18,000
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CompHealth offers a twelve (12) month guarantee for each psychiatrist hired by the County Department of Mental Health under the terms of this Agreement. Should a psychiatrist placed by the Contractor, leave County service prior to 12 months of his/her appointment date, the Contractor shall conduct a search for a replacement at no additional costs. This replacement service shall survive the term of this Contract

Contractor shall identify committed candidates who meet the County's minimum requirements as indicated in Exhibit A. Committed candidates are those referred by the Contractor who have completed the County of Los Angeles Job Application and are available to work upon appointment by the County. Until eight (8) committed candidates are presented to the Department, Contractor will not invoice the County

for any services including consulting fees or any marketing expenses. The only expenses incurred by the County will be those specific to onsite meetings requested and / or agreed to by the County. The Firm's travel, meals and lodging expenses shall be compensated at rates not to exceed those established by the County Code and are included in the Maximum Contract cost. Contractor's travel, meal and lodging expenses are included in Contractor's Miscellaneous Expenses.

At the time eight (8) committed candidates are presented to the County, the following financial schedule will take into effect:

The Contractor will bill the County a monthly consulting fee of \$15,000 for the term specified in Paragraph 4.0

Consulting Fees will be reconciled quarterly and applied to the Total Professional Placement fees due.

CONTRACTOR'S PROPOSED SCHEDULE

Project Tasks	Target Dates
<p>Interview key County officials and staff and conduct assessments at each site that requires the recruitment of a Mental Health Psychiatrist. Assessments shall include but not be limited to:</p> <ul style="list-style-type: none"> ■ Visiting each site; ■ Identifying the cultural dynamics of the target population and work setting; ■ Identifying Mental Health Psychiatrist subspecialty training needs for each facility, if appropriate. 	<p>Within 30 days of Board Approval.</p>
<p>Develop and print 2,500 – 5,000 Recruitment Brochures.</p>	<p>Within 90 days of Board Approval.</p>
<p>Distribute brochures to all targeted groups.</p>	<p>Within 90 days of Board Approval.</p>
<p>Periodic meetings with Ad Hoc Recruitment Committee.</p>	<p>Quarterly from time of contract.</p>
<p>Complete Progress Reports that identifies issues regarding the recruitment inclusive but not limited to administrative, salary and employee benefit issues that may be identified by the Ad Hoc Recruitment Committee</p>	<p>Progress reports should be completed as follows:</p> <ul style="list-style-type: none"> ■ April 30, 2002; ■ July 31, 2002; ■ October 31, 2002; and, ■ A Final Report shall be completed 30 days after the term of the Agreement, Paragraph 4.0.
	<p>Should this Agreement be extended for additional term(s), reports shall be completed on a quarterly.</p>
<p>Advertise positions (Print and Electronic Media).</p>	<p>Within 30 days of Board Approval.*</p>
<p>Actively identify and solicit qualified candidates.</p>	<p>Within 30 days of Board Approval.**</p>
<p>Receive and screen applications.</p>	<p>Within 45 days of Board Approval.*</p>

Develop Qualifications Appraisal form and rating system.	Within 45 days of Board Approval.
Conduct interviews with candidates.	Within 90 days of Board Approval.*
Conduct in-depth reference checks of candidates.	Within 90 days of Board Approval.*
Verify employment history and credentials of candidates inclusive of resume verification, degrees, arelevant print media articles regarding candidates.	Within 90 days of Board Approval.*
Conduct criminal, civil, credit, DMV and military records checks.	Within 90 days of Board Approval.*
Negotiate salaries with prospective candidates within standards of Ad Hoc Committee.	Within 90 days of Board Approval.*
Write Comprehensive Individual Candidate Report(s) that reflect candidate's suitability for position	Within 90 days of Board Approval.*
A minimum of eight (8) committed candidates will be identified.	Within 180 days of Board Approval.*
An additional eight (8) committed candidates will be identified.	Within 365 days of Board Approval. *

* On going

** Immediately

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the COUNTY code of the COUNTY of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of American and the State of California.

CERTIFICATION

	<u>YES</u>	<u>NO</u>
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables when areas are identified in employment practices.	()	()

Signature

Date

Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

The County's Project Manager for this Contract shall be the following person or her designee:

Marion Chew Figueroa
Human Resources Manager
Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, CA 90012
Phone: (213) 974-2453
Fax: (213) 680-2450
E-Mail: mfiguero@dhr.co.la.ca.us

The County's Contract Project Monitor for this Contract shall be the following person or her designee:

Nancy Kless, LCSW
Mental Health Clinical Program Head
Department of Mental Health
Office of the Medical Director
550 South Vermont Avenue
Los Angeles, CA 90020
Phone: (213) 738-2130
Fax: (213) 386-1297
E-mail: nkless@dmh.co.la.ca.us

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

The Contractor's Project Manager for this Contract shall be the following person or he designee:

Lawrence Stewart
President
Physician Search Group
CompHealth Associates, Incorporated
25 Van Zant Street
Norwalk, CT 06855-1786

Phone: (800) 365-8900, ext: 215
Fax: (203) 866-0619
E-mail: lstewart@comphealth.com

EXHIBIT G

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

Page 1 of 3

PROJECT NAME

CONTRACTOR/EMPLOYER NAME

COUNTY CONTRACT NUMBER

GENERAL INFORMATION

Your employer referenced above has entered into a contract with the County of Los Angeles (hereafter sometimes "County") to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced County Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-reference County Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

CONFIDENTIALITY

You may be involved with work pertaining to services provided by the County and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to confidential data and proprietary information and materials which are owned copyrighted by the County, the above-referenced Contractor, or other vendors doing business with the County. The County has a legal obligation to protect all such confidential data, information and materials in its possession, especially data and information concerning employee records, test scores, test results and all data and proprietary information and materials. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data, information and materials. Consequently, you must sign this Agreement as a condition of your work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

EXHIBIT G

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT,
CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

Page 2 of 3

PROJECT NAME

CONTRACTOR/EMPLOYER NAME

COUNTY CONTRACT NUMBER

I hereby agree that I will divulge to any unauthorized person any data, information or materials obtained while performing work pursuant to the above-referenced County Contract between my employer and the County. I agree to forward all requests for the disclosure or release of any, information or materials received by me or my immediate supervisor.

I agree to protect from loss and to keep confidential all employee records, test scores, test results and all data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information and materials of the County, the above-referenced Contractor, or other vendors doing business with the County are provided to me during this employment, I shall keep such information and materials confidential.

I agree to report to my immediate supervisor any and all violations, by myself and/or by any other person, of the above-referenced County Contract and/or this Agreement of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of the above-referenced County Contract, or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT

I agree that all data, materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, newly created material, training documentation and aids, data and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above-referenced County Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title and interest in and to all such items, including, but not limited to, all unrestricted and nonexclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

EXHIBIT G

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT,
CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

Page 3 of 3

PROJECT NAME

CONTRACTOR/EMPLOYER NAME

COUNTY CONTRACT NUMBER

Wherever requested by the County, I agree to promptly execute and deliver to the DHR Project Manager, all papers, instruments and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Agreement including, but not limited to, executing an assignment and transfer of copyright in the form.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress and/or equitable remedies, including but not limited to immediate injunctive relief for violation of this Agreement.

Signed: _

Date:

(Contractor Employee's Signature)

Print Name:

(Print Contractor Employee's Name)

Social Security Number:

Position:

g)exhibitc

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
 DEPARTMENT OF MENTAL HEALTH

DEPTS.
 NO. 435
 19

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

3 - Votes

Sources:

Department of Mental Health
 Salaries & Employee Benefits
 A01-MH-20500-1000
 \$450,000

Uses:

Department of Mental Health
 Services & Supplies
 A01-MH-20500-2000
 \$450,000

The Appropriation Adjustment is requested to shift appropriation from vacant Mental Health Psychiatrist position from Salaries & Employee Benefits to Services & Supplies to provide the necessary spending authority for Comphealth Associates, Inc. This agreement will enable the Department of Mental Health to recruit mental health psychiatrists.



Marvin J. Southard, D.S.W.
 Director of Mental Health

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR — <u>✓</u>	ACTION	APPROVED AS REQUESTED <u>✓</u>	AS REVISED
	RECOMMENDATION	<u>March 14, 2002</u> <u>✓</u>	<u>Joe Joseph David E. Jensen</u> CHIEF ADMINISTRATIVE OFFICER
AUDITOR-CONTROLLER NO. <u>168</u>	BY <u>Connie Jones</u> <u>MARCH 14 2002</u>	APPROVED (AS REVISED): BOARD OF SUPERVISORS	19 BY _____ DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER